**DEFINITIVE CAREGIVERS LLC** State License #NR30212039\_\_\_\_\_\_\_\_\_

1900 Glades Road, # 500-63 Tel: (561) 270-4900 Fax: (561) 931-6522

Boca Raton, Florida 33431

**CONTRACTOR AGREEMENT FOR SERVICES**

Definitive Caregivers LLC., (hereinafter “Agency”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an independent contractor (hereinafter “Contractor”) agree as follows:

This is an agreement for the contractor to provide professional services to individual clients obtained through referral(s) from the Agency.

The Agency will assist in advertising, make referrals(s), coordinate all scheduling with the contractor, and client(s), assist in making all appointments, assignments of work shifts for the contractor. The Agency shall, on behalf of the contractor, collect all fees for services rendered by the Contractor and pay the Contractor at the following rates: $ \_\_\_\_\_\_\_\_ per hour weekdays, $ \_\_\_\_\_\_\_\_ per hour on weekends, $ \_\_\_\_\_\_\_\_ per day for live-in cases. $ \_\_\_\_\_\_\_\_ 1 hour bath visit, requested meeting or 1 hour training. $ \_\_\_\_\_\_\_\_ per hour for 11pm – 7am shifts. Contractors are paid time and one half if services are rendered on holidays.

The Agency shall provide Contractor an Internal Revenue Service form 1099 within the time frame mandated by law, and the Contractor shall be solely responsible for the Contractor’s self- employment taxes, including estimated quarterly tax returns. The Contractor is encouraged to contact a tax professional at his or her own expense in order to insure the Contractor’s compliance with all state and federal tax and reporting laws.

The Agency will fully comply with all State and Federal requirements as applicable pursuant to Chapter 760. Florida Statutes, as amended from time to time.

The Contractor shall be solely responsible for maintaining any and all licenses as required by the State of Florida.

The Contractor will provide proof of valid licenses, including driver’s license, state license, and/ or any other required license upon request by the Agency.

 It is the Contractor’s responsibility to comply fully with all state and federal laws at all times regarding the fair, competent and dignified treatment of clients.

 The Contractor’s agrees to submit to a background check and arbitrary drug testing, without notice.

All contracted CNA’s and HHA’s are encouraged to purchase liability insurance. Insurance shall Include automobile insurance if the Contractor drives as a part of his or her duties, personal liability insurance, and professional malpractice insurance, if applicable. All contractors are required to carry and provide proof of required insurance at all times.

The Contractor agrees to indemnify the Agency and hold the Agency harmless for any claim made by a client, the client’s family, personal representatives, guardian or any other entity entitled to make a claim on the client’s behalf, for any harm, damage, injury or tort, which was a result of the Contractor’s acts or omissions. This includes attorney’s fees, and court costs.

The Contractor is expected to maintain the upmost professionalism as defined in the Definitive Caregivers LLC. Policy and Procedures, and comply with all Agency policies and procedures, in order to maintain referral status.

The Contractor agrees to execute a written statement confirming the Contractor has read the policy and procedures, the applicable Florida Statutes, and Patient Bill of Rights.

The Contractor fully understands there is no employment relationship that exists between the contractor and Definitive Caregivers LLC, other than as set forth herein.

The Contractor agrees that for a period of one year after termination of his or her contract with Definitive Caregivers LLC in any manner, whether with or without cause, contractor will not directly or indirectly, for himself or herself, or for any other person, firm, corporation, partnership, association or other entity: (a) enter into any contractual arrangement or become employed by any client or former client of Definitive Caregivers LLC, or (b) call on, solicit or accept any business from any of the actual or targeted prospective clients of Definitive Caregivers LLC (the identity of and information concerning which constitute trade secrets and confidential propriety information with the business on behalf of any person or entity in connection with any business in competition with the business of the Company, nor shall the Contractor make known the names and addresses of such clients or any information relating in any manner to the Company’s business relationship with such clients.

 Contractor agrees that, in the event of a violation of this non-solicitation clause, that contractor will pay as liquidated damages to Definitive Caregivers LLC, the sum of $100.00 per day, for each day or thereof that contractor continues to violate the provision. It is recognized and agreed that damages in such event are difficult of ascertainment, though great and irreparable, and that this agreement with respect to liquidated damages shall in no event prevent Contractor from obtaining injunctive relief.

Either party may terminate this contract within 30 days of signing any contract termination will not have any effect on the terms and conditions contained herein.

 If it becomes necessary to enforce the terms of this agreement, the Agency shall be entitled to recover attorney fees and costs.

Contractor agrees that in the event an action or complaint is brought against the Agency by a client arising out of any action or wrongdoing of the Contractor, then the Contractor’s compensation owned by the Agency for service provided by the Contractor, may be pending the resolutions of the complaint or investigation.

 Venue for enforcement or interpretation of this agreement shall be in Martin, St. Lucie, Indian River, Okeechobee, and Palm Beach Counties this agreement shall be governed by Florida law.

 If any provision of this agreement is deemed unenforceable by a court of competent jurisdiction the remaining provisions will remain in full force and effect.

Except as specifically stated herein, there are no other agreement(s) between the Contractor and the Agency.

Each party has reviewed this Agreement with counsel of their own choosing, or has had the opportunity to do so, is executing the agreement freely and voluntarily, and intends to be bound by it.

I grant Definitive Caregivers LLC, its representatives and employees the right to take photographs of me, and/or my property in connection with the above-identified contractor. I authorize Definitive Caregivers LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. Further, agree the Definitive Caregivers LLC may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, references and Web content.\_\_\_\_\_\_\_initial (Optional).

Definitive Caregivers LLC Independent Contractor

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By Signature

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Title Please Print

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Date Date